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 Mad Media LLC, a California Limited Liability  
 Company

UNITED STATES DISTRICT COURT  
 SOUTHERN DISTRICT OF CALIFORNIA

Mad Media LLC, a California Limited  
 Liability Company,

Plaintiff,

v.

Madmedia Entertainment USA, Inc., a  
 California corporation, and DOES 1  
 through 20, inclusive,

Defendants.

CASE NO.: 11-CV-00514 LAB (CAB)

**DECLARATION OF DOUGLAS W. LYTLE  
 SUPPORTING *EX PARTE* APPLICATION OF  
 MAD MEDIA LLC FOR 30-DAY EXTENSION  
 OF TIME TO SERVE DEFENDANT IN  
 LIGHT OF SETTLEMENT-IN-PRINCIPLE  
 BEING REDUCED TO WRITTEN  
 SETTLEMENT AGREEMENT**

[FRCP 4(m)]

District Judge: Hon. Larry A. Burns  
 Action Filed: March 15, 2011  
 Trial Date: None set

I, DOUGLAS W. LYTLE, declare under penalty of perjury as follows:

1. I am an attorney duly licensed to practice law before all courts of the State of California and the United States District Court for the Southern District of California. I am a shareholder with Duckor Spradling Metzger & Wynne, attorneys of record for plaintiff Mad Media, LLC, in this case. The following information is set forth of my own personal knowledge, and, if called, I could and would testify competently thereto.

2. This Action was filed on March 15, 2011. 120 days from that date is Wednesday, July 13, 2011. Plaintiff respectfully requests an order granting an appropriate extension of time of thirty (30) additional days to serve Defendant.

DECLARATION OF DOUGLAS LYTLE SUPPORTING EX PARTE APPL. OF MAD MEDIA LLC FOR 30-DAY EXTENSION OF TIME TO  
 SERVE DEFENDANT IN LIGHT OF SETTLEMENT- IN-PRINCIPLE BEING REDUCED TO WRITTEN SETTLEMENT AGREEMENT  
 Case No. 11-CV-00514 LAB (CAB)

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3. Good cause exists to grant the requested extension. Continuously since the filing of the lawsuit, I have been engaged in negotiations to resolve this matter before the parties start incurring substantial fees and costs. During our negotiations, responses to proposals were delayed because defendant's executives were traveling in Asia. Upon their return, the parties were able to reach an agreement in principle, which needed to be put into a detailed written Settlement Agreement for the parties to execute. A written Settlement Agreement has been drafted and sent on July 7, 2011 for the parties' review, comment, and ultimately, for execution. The agreement would provide for this action to be dismissed by plaintiff, thereby avoiding either party incurring unnecessary costs or fees, and preserving judicial resources.

4. Pursuant to Federal Rule of Civil Procedure<sup>1</sup> 4, subsection (m), Plaintiff respectfully requests an order granting an appropriate extension of time of thirty (30) additional days to serve Defendant, anticipating that the parties will have finalized and executed the written Settlement Agreement before the extended deadline to formally serve Defendant arrives.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is signed on 8th day of July 2011, in San Diego, California.

/s/ Douglas W. Lytle  
Douglas W. Lytle

<sup>1</sup> Hereafter "FRCP."